

shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to District. Service charges are not applicable and not subject to reimbursement.

- 2.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit B, incorporated by reference herein as if set-forth verbatim.

SECTION III TERMINATION

- 3.01 District may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 District shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to District when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving District ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the District or the Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702

B. If to the District, notice must be sent to both addresses below:

Fort Bend County Drainage District
Attn: Chief Engineer
P.O. Box 1028
Rosenberg, Texas 77471

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by District, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that District shall have available the total maximum sum of \$130,000.00, specifically allocated to fully discharge any and all liabilities which may be incurred by District.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that District shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$130,000.00.

SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 District and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 7.02 Neither District nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII
PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of District.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of District, except where required to do so by law.

SECTION IX
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X
OWNERSHIP OF DOCUMENTS

- 10.01 Upon payment in full for the Contractor's services, District shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, reports, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, reports, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to District when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of District.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by District or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by District of such documents on extension of this Project or other unrelated projects shall be at District's sole risk.

SECTION XI
INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS DISTRICT FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, BUT ONLY TO THE EXTENT OR DEGREE ON A COMPARATIVE BASIS OF FAULT ARISING FROM ACTIVITIES OF THE**

CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

- 11.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY DISTRICT, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON DISTRICT AS THE RESULT OF SUCH NEGLIENT ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.**

SECTION XII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIII MISCELLANEOUS

- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A & B, the provisions of this Agreement shall prevail.
- 13.05 Certain State Law Requirements for Contracts
- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

SECTION XIV
EXECUTION

This Agreement shall become effective upon execution by District.

FORT BEND COUNTY DRAINAGE DISTRICT:

Robert E. Hebert, Fort Bend County Judge

Date

Attest:

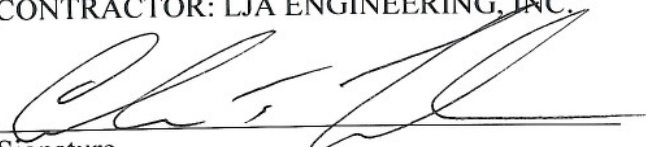
Laura Richard, County Clerk

APPROVED:

By: _____
Mark Vogler, P.E.
Chief Engineer

Date

CONTRACTOR: LJA ENGINEERING, INC.



Signature

9/10/18

Date

Printed Name: Calvin T. Ladner, PE

Title: President

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of the District under this contract.

Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Scope of Services
Exhibit B: Contractor Fees

Exhibit A

**Fort Bend County Stormwater Quality Coalition
Scope of Services**

SWMP Permit Years 1 - 5 of the 3rd Permit Term (FY 2019 – FY 2023)

Task 1

- I. Conduct public education, involvement, and outreach campaign.
 - a. Develop and make available 2 types of educational materials for residents
 - b. Develop 1 type of educational material for local schools and/or libraries
 - c. Maintain stormwater quality website
 - d. Conduct SWMP Committee Meetings
 - e. Maintain all associated permit compliance records/documentation

Task 2

- II. Conduct dry weather screening of 20% of all outfalls included in the outfall inventory map each year. Conduct field inspection procedures/documentation and training programs for illicit discharge detection.
 - a. Update outfall inventory map
 - b. Field work – Dry weather screening (20% of outfalls each year)
 - c. Provide assistance with illicit discharges and TCEQ complaint referrals
 - d. Maintain all associated permit compliance records/documentation

Task 3

- III. Continue implementation of construction site runoff program
 - a. Conduct construction site inspections according to SWMP requirements
 - b. Provide assistance with TCEQ complaint referrals
 - c. Monitor permittee owned construction sites
 - d. Provide construction SWPPP review assistance/training
 - e. Maintain all associated permit compliance records/documentation

Task 4

- IV. Assist in the implementation of the post construction site runoff program
 - a. Conduct inspections of applicable post construction control measures
 - b. Provide assistance with TCEQ compliant referrals for post-construction control regulations
 - c. Provide post-construction control plan review assistance
 - d. Maintain all associated permit compliance records/documentation
 - e. Training for plan review personnel

Task 5

- V. Implement required BMPs for good housekeeping MCM
 - a. Conduct self-audits for permittee owned facilities with SPCC plans
 - b. Conduct self-audits for permittee owned facilities with SWPPPs
 - c. Employee training program
 - d. Develop required guidance documents/standard operating procedures
 - e. Maintain all associated permit compliance records/documentation

Task 6

VI. Implement required BMPs related to TMDL/impaired water bodies

- a. Provide stakeholder representation at local TMDL meetings
- b. Conduct determination of MS4 pollutant contributions
- c. Conduct analysis of progress made toward reaching established benchmarks

Task 7

VII. Additional permit compliance activities

- a. Annual report development (permit term 3; years 1 – 5)
- b. Complete the permit renewal process for TPDES General Permit No. TXR040000
- c. Stakeholder meetings with the TCEQ
- d. SWMP revisions (minor amendments)

*All services included in this scope of work will be conducted in compliance with the measureable goals established in the Fort Bend County Stormwater Management Program and invoiced on an hourly basis not to exceed **\$130,000.00.** Additional services if required will be completed under a separate authorization agreed upon by both parties.

Fort Bend County Stormwater Quality Coalition
Fort Bend County & Fort Bend County Drainage District

**Stormwater Management Program Implementation
Estimated Budget**

| Key Implementation Activities by MCM | Permit Year 1 (FY 2019) | Permit Year 2 (FY 2020) | Permit Year 3 (FY 2021) | Permit Year 4 (FY 2022) | Permit Year 5 (FY 2023) |
|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1.0 Public Education, Outreach, and Involvement | | | | | |
| Development of Public Education Materials | | | | | |
| Contractor Training and Outreach Program | | | | | |
| Reproduction Costs for Brochures, Flyers and other materials | \$9,000.00 | \$9,000.00 | \$9,000.00 | \$9,000.00 | \$9,000.00 |
| Conduct Public Meetings | | | | | |
| SWMP Committee Meetings | | | | | |
| Record Maintenance/Data Entry | | | | | |
| 2.0 Illicit Discharge Detection and Elimination | | | | | |
| Enforcement Assistance | | | | | |
| Outfall Screening | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Maintain/Update Outfall Inventory Map | | | | | |
| Record Maintenance/Data Entry | | | | | |
| 3.0 Construction Site Stormwater Runoff Control | | | | | |
| Enforcement Assistance | | | | | |
| Construction SWPPP Review | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Monitor Permittee Owned Construction Projects | | | | | |
| Construction Site Inspections and Enforcement | | | | | |
| Record Maintenance/Data Entry | | | | | |
| 4.0 Post-Construction Stormwater Management | | | | | |
| Enforcement Assistance | | | | | |
| Inspection of Post-Construction Controls | | | | | |
| Training Programs for Plan Review Personnel | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 |
| Plan Review Assistance | | | | | |
| Record Maintenance/Data Entry | | | | | |
| 5.0 Good Housekeeping for Municipal Operations | | | | | |
| Employee Training Programs | | | | | |
| Municipal Facility Inspections | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Development of Guidance Documents | | | | | |
| Record Maintenance/Data Entry | | | | | |
| TMDL/Impaired Water Bodies | | | | | |
| TMDL/Stakeholder Representation | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 |
| Focused BMP Implementation | | | | | |
| Additional Services | | | | | |
| Permit Renewal Tasks | \$11,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| Stakeholder Representation | | | | | |
| Development/Submittal of Annual Reports | \$56,000.00 | \$51,000.00 | \$51,000.00 | \$51,000.00 | \$51,000.00 |
| Total Annual Cost for Combined Activities | \$28,000.00 | \$25,500.00 | \$25,500.00 | \$25,500.00 | \$25,500.00 |
| Cost per participant (based on 2) | | | | | |

* All scope items listed will be implemented in accordance with the measurable goals established in the Fort Bend County Stormwater Management Program.
(Each permit year will run from October 1st - September 30th)

Exhibit B



**STORMWATER COMPLIANCE DIVISION
2018 RATE SCHEDULE**

| Labor Classification | Hourly Rate |
|--------------------------------------|--------------------|
| Senior Environmental Project Manager | \$175.00 |
| Senior Environmental Scientist | \$175.00 |
| Environmental Project Manager | \$139.00 |
| Environmental Scientist | \$125.00 |
| Environmental Technician I | \$ 75.00 |
| Environmental Technician II | \$ 83.00 |
| Environmental Technician III | \$ 95.00 |
| CADD Technician | \$100.00 |
| Expert Witness Work | \$425.00 |

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.